

RECORDATION NO. 18859-NN
FILED

JUL 13 '10 -8 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

July 13, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Trust Indenture Supplement No. 4 (SPTC Trust No. 1994-2 (Redesignated SPT 1994-C)), dated as of June 30, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Supplement No. 5 (SPTC Trust no. 1994-2 (Redesignated SPT 1994-C)) being filed with the Board under Recordation Number 18859-MM.

The name and address of the party to the enclosed document are

Owner Trustee: U.S. Bank National Association (successor in
interest to Shawmut Bank Connecticut,
National Association)
225 Asylum Street
Hartford, CT 06103

Section Chief
July 13, 2010
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A description of the railroad equipment covered by the enclosed document
is:

1 locomotive: UP 2928

A short summary of the document to appear in the index is:

Trust Indenture Supplement No. 4 (SPTC Trust No. 1994-2 (Redesignated
SPT 1994-C)).

Also enclosed is a check in the amount of \$41.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

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TRUST INDENTURE SUPPLEMENT NO. 4
(SPTC Trust No. 1994-2)
(Redesignated SPT 1994-C)

SUBSEA TRANSPORTATION BOARD

THIS TRUST INDENTURE SUPPLEMENT NO 4 (SPTC Trust No 1994-2) (Redesignated SPT 1994-C), dated as of June 30, 2010 (this "*Indenture Supplement*"), of U S BANK NATIONAL ASSOCIATION, (successor to Shawmut Bank Connecticut, National Association), a national banking association, not in its individual capacity but solely as trustee (the "*Owner Trustee*") under the Trust Agreement (SPTC Trust No. 1994-2) (Redesignated SPT 1994-C) dated as of January 15, 1994 (as amended from time to time "*Trust Agreement*") between the Owner Trustee in its individual capacity and Citicorp USA, Inc (successor to PMCC Leasing Corporation), a Delaware corporation, as Owner Participant;

WITNESSETH:

WHEREAS, the Amended and Restated Trust Indenture and Security Agreement (SPT 1994-C), dated effective as of January 2, 2007 (the "*Indenture*"), between the Owner Trustee and U.S Bank National Association (successor to The First National Bank of Boston), a national banking association, as Loan Trustee (the "*Loan Trustee*"), provides for the execution and delivery of supplements thereto (the "*Indenture Supplements*") substantially in the form hereof which shall particularly describe the Equipment (such term and other terms defined in the Indenture being used herein as defined therein) and shall specifically mortgage the Equipment to the Loan Trustee, and

WHEREAS, pursuant to Section 11.4(b) of the Lease, Lessee shall convey or cause to be conveyed to the Lessor a Replacement Unit, such Unit set forth on Schedule 1 hereto (the "*Replacement Equipment*") as replacement for the Unit bearing road number SP 8586, which Unit has suffered an Event of Loss under the Lease;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Loan Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, the property comprising the Replacement Equipment described on Schedule 1 hereto and (ii) has sold, assigned, transferred and set over all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith with respect to the Replacement Equipment described on Schedule 1 hereto (excluding, however, any rights to Excepted Property thereunder) to the Loan Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes

To have and to hold all and singular the aforesaid property unto the Loan Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Indenture Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Indenture Supplement is being delivered in the State of New York.

This Indenture Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Replacement Equipment referred to in the attached Schedule 1 has been purchased by the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee

By *my Dufresne*
Name: Maryanne Y Dufresne
Title: Vice President

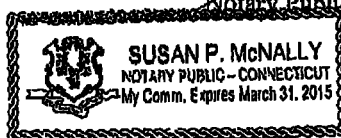
STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

On this 12 day of July, 2010, before me personally appeared Maryanne Y. Dufresne, to me personally known, who being by me duly sworn, says that (s)he is Vice President of U.S. BANK NATIONAL ASSOCIATION, that said instrument was signed on behalf of said national banking association on such day by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Susan P McNally
Notary Public

[NOTARIAL SEAL]

My commission expires:



SCHEDULE 1

DESCRIPTION OF ITEMS OF EQUIPMENT

EQUIPMENT	QUANTITY	ROAD NUMBER
SD40M-2 Locomotive	1	UP 2928

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated:

7 / 13 / 10



Robert W Alvord